

**ROUTINE FUND
CONTRACTS AND AGREEMENTS**

Originating Department: Administration

Council Meeting Date: 5/23/2013

Department Contact: Mayor Tommy Battle

Phone # 5005

Contract or Agreement: Lease between The City of Huntsville and The International Services Council of...

Document Name: Lease between The City of Huntsville and The International Services Council of Alaba...

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Select...	Select...
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Grant-Funded Agreements

Select...	Grant Name:
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Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 5/23/2013

Action Requested By:
Administration

Agenda Item Type
Resolution

Subject Matter:

Lease between The City of Huntsville and The International Services Council of Alabama, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Lease between The City of Huntsville and The International Services Council of Alabama, Inc.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost:

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 5/13/13

RESOLUTION NO. 13-_____

WHEREAS, The City Council of the City of Huntsville, Alabama has previously declared the Humphreys-Rogers House as surplus property as adopted and approved pursuant to Ordinance No. 07-195.

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, does hereby declare in accordance with Code of Alabama (1975) that the Mayor be, and is hereby authorized to enter into a Lease by and between the City of Huntsville and The International Services Council of Alabama, Inc., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a "Lease between the City of Huntsville and The International Services Council of Alabama, Inc." consisting of eight (8) pages, including Exhibit "A" and the date of May 23, 2013 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 23rd day of May, 2013.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 23rd day of May, 2013.

Mayor of the City of
Huntsville, Alabama

LEASE AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE AND
THE INTERNATIONAL SERVICE
COUNCIL OF ALABAMA, INC.

LEASE AGREEMENT

This lease agreement is made and entered into as of the 23rd day of May, 2013 by and between the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter "Lessor") and The International Services Council of Alabama, Inc., an Alabama corporation (hereinafter "Lessee").

WITNESSETH:

1. DEMISED PREMISES. The Lessor hereby leases to the Lessee, and the Lessee leases from the Lessor, upon the terms and conditions set forth herein, those certain premises consisting of office space and common areas located in the Humphreys Rogers House at 109 Gates Avenue SW, Huntsville, Alabama 35801 (hereinafter the "Building"). The premises to be leased to Lessee (the "Demised Premises") are shown in more particularity in the floor plan of the Building attached hereto and incorporated herein by reference as Exhibit "A". During the term of this Lease, Lessee shall have exclusive use and possession (subject to the terms of this Lease) of its leased space on Floor 2 (as denoted in Exhibit "A") and a license for the shared use of Floor 1 of the Building. The Earlyworks Family of Museums ("Earlyworks") shall have shared use of Floor 1 with Lessee. Lessee and Earlyworks shall each have the right to rent Floor 1 to outside groups for one-time only functions. Lessee and Earlyworks shall coordinate their use of Floor 1 and provide reasonable notice to the other regarding rental and use of the space; however, in the event of a conflict, Earlyworks's use of Floor 1 shall control. EarlyWorks shall pay a \$100 fee to ISC on those occasions that it rents Floor 1 for an event. The purpose of this fee would be to cover utilities and extra custodial needs.

2. TERM. The initial term of this Lease is nineteen (19) months, beginning June 1, 2013, and ending on December 31, 2014. Thereafter, the lease shall be automatically renewed for nineteen (19) additional one-year terms commencing on each succeeding January 1 and ending on the following December 31 unless either party gives written notice to the other party of its intention to not renew the lease at least six (6) months prior to the end of the current lease term.

3. RENT. As consideration for the leased premises, the Lessee agrees to pay the Lessor as rental of said premises the sum of Ten Thousand Dollars (\$10,000.00) per term. The said rental shall be payable in two installments of Five Thousand Dollars (\$5,000.00) with the first installment due and payable no later than January 1 of the term and the second installment due and payable no later than July 31 of the term. Lessee shall remit all rental payments to the City of Huntsville Clerk/Treasurer, P.O. Box 308, Huntsville, AL 35804.

President of the City Council of the
City of Huntsville, Alabama
Date: _____

4. CONDITION OF PREMISES. Lessee has inspected the Demised Premises before executing this lease, and hereby accepts possession of the Demised Premises in an "as-is, where-is) condition.

5. UTILITIES AND SERVICES. Lessee agrees that it will pay all charges for utilities for the Building.

6. MAINTENANCE AND REPAIR. Except as hereinafter provided, responsibility for the maintenance and repair of the Building shall be as follows:

a. Structural and Mechanical. The Lessor shall maintain in good repair and appearance all structural components of the Building, including but not necessarily limited to all exterior walls, structural systems, roof and flashing, plumbing, and heating and air conditioning units (routine daily maintenance such as maintaining filters). Lessee shall maintain in good repair and appearance all components of the electrical systems of the Building, including but not limited to fire and security systems. These shall be maintained in at least as good a condition as of the date of execution of this agreement, subject only to normal wear and tear.

b. Landscape. The Lessor shall maintain in good repair and appearance, the grounds adjacent to the Building.

c. Janitorial. Lessee will be responsible for custodial and routine maintenance of the Building.

d. Phone Service. The Building is currently wired for phone service. Lessee shall bear all costs related to the upgrade or maintenance of the phone system. Any changes or upgrades proposed by Lessee must be approved in advance by Lessor.

e. Internet Service. Lessor will provide internet service in the Building to Lessee; however, Lessee shall not be connected to Lessor's network. Lessee shall be responsible for all hardware necessary to connect to the internet.

7. DUTIES AND OBLIGATIONS OF LESSEE. The Lessee shall provide all supplies, and equipment necessary to meet the needs of its own personnel and activities conducted or sponsored by the Lessee. The Lessee agrees to keep the Demised Premises and Building in a clean and sanitary condition, and shall neither commit nor permit any waste of the Building but shall take good care of the same, and upon termination of this lease shall surrender possession of the Demised Premises in as good condition as at the commencement of the lease, normal wear and tear excepted. The Lessee agrees to provide the Lessor with prompt notice of any accident to or defect in water pipes, electrical equipment, or of any plumbing, heating, or cooling apparatus or devices which are common structural or mechanical systems of the building. Lessee will comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the Demised Premises and Building.

8. ALTERATIONS OF LEASED PREMISES: FIXTURES, SIGNS

a. Alterations. Except as otherwise provided herein, the Lessee shall not make any structural changes or alterations in or to any part of the Building, or to the Demised Premises, except upon the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the parties agree that Lessee may, from time to time, without the approval of the Lessor, but at the Lessee's own expense, make minor alterations to the interior of the leased premises, provided that the same do not materially diminish the value of the leased premises or affect its historical character.

b. Fixtures. The Lessee may install and affix to the Demised Premises such fixtures and equipment as the Lessee deems desirable and all such fixtures and equipment shall remain the property of the Lessee and may be removed at anytime provided that the Lessee, at its expense, shall repair any damage caused by reason of such removal.

c. Signs and Advertisements. The Lessee may, at its expense, install signs, advertisements or notices on the leased premises provided that said signs, advertisements or notices do not violate any restrictive covenants and zoning ordinances pertaining to the leased premises. The Lessee shall, at its own expense, maintain and repair the signs, advertisements, or notices and may upon the expiration of the term of this lease or any renewal thereof, remove said signs, advertisements or notices. All signs are subject to the exclusive approval of Lessor.

9. DAMAGE OR LOSS OF PROPERTY. The Parties agree that each party shall be responsible for the risk of loss of its own property located on the premises, where damage is the result of Acts of God, intentional or willful acts of third parties.

10. INSURANCE. The Lessor assumes the responsibility for insuring against damage or destruction of all buildings by fire and other casualties or perils commonly covered under an insurance policy containing extended coverage endorsement.

Lessee shall obtain and maintain in effect throughout the term of this agreement, bodily injury and property damage liability insurance, written on an occurrence basis, covering the Building in a minimum amount of ONE MILLION DOLLARS (\$1,000,000.00) for the injury to or death of any one person and TWO MILLION DOLLARS (\$2,000,000.00) for the injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000.00). Such insurance shall specifically insure Lessee against all liability assumed by Lessee hereunder as well as liability imposed by law. The City of Huntsville, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents or specified volunteers. Additional Insured status on the CGL shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide coverage as per this Agreement. Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City of Huntsville prior to Lessee entering upon the leased premises upon the terms of this agreement.

11. INDEMNIFICATION/NON-LIABILITY. The City of Huntsville, the Alabama Constitution Village/Historic Huntsville Depot Board d/b/a/ the EarlyWorks Family of Museums (the "Board") their officials, officers, employees, agents, contractors, and volunteers performing an authorized city function, shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by the City, the Board, their officials, officers, employees, agents, contractors or volunteers performing an authorized city function; Lessee, its agents, employees or contractors; or by any person who may at any time be using or occupying or visiting the Building or be in, on or upon the same if such loss, injury, death, or damage shall be caused or result from or arise out of the negligence of Lessee, its agents, employees or contractors, or of any occupant, visitor or user of any portion of the Building under the terms of this Agreement. Lessee shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless the City of Huntsville, the Board, their officials, officers, employees, agents, contractors and volunteers performing an authorized city function, (hereinafter referred to as "indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid (including but not limited to reasonable attorneys' fees and expenses and court costs and fees). Lessee's duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of the indemnitees. Lessee's duties hereunder shall survive the termination or expiration of this Agreement.

Nothing contained in this section 11 shall be construed as a waiver of any immunity of statutory protection of the City of Huntsville, Alabama, and no third party may expand any recovery against the City or the Board due to Lessee's duty of indemnification.

12. FIRE AND CASUALTY. Should the leased property be partially damaged or destroyed by fire and any other casualty during or before the expiration of the term of this lease, the Lessor shall, as far as practicable, restore the property to the condition in which same exists upon the Lessee taking possession, reasonable wear and tear excepted. However, it is agreed that if the leased premises are rendered substantially untenable by fire or other casualty, this lease may thereupon be terminated upon notice by either party.

13. SUBLETTING OR ASSIGNMENT. Without the Lessor's prior written consent, the Lessee shall not sublet all or any part of the leased premises herein, nor assign this lease, in whole or in part.

14. NOTICES AND DEMANDS. All notices and demands to be provided by either party in connection with this lease shall be given as follows:

If to the Lessee, said notices and demands shall be sent by certified mail, return receipt requested, or hand delivered to: The International Services Council of Alabama, Inc.

If to the Lessor, said notices and demands shall be sent by certified mail, return receipt requested, or hand delivered to: Earlyworks, Attn: Bart Williams, Executive Director, 404 Madison Street, Huntsville, AL 35801.

15. HOLDING OVER. Any holding over after the expiration of this Lease with the consent of the Lessor, will be a month-to-month tenancy at the same monthly rental amount in effect at the expiration of this Lease, as applicable until either party will terminate the tenancy by giving the other party thirty (30) days written notice.

16. HEIRS, ASSIGNS, SUCCESSORS. This Lease is binding upon and is to the benefit of the heirs, assigns and successors of the parties.

17. COMPLETE UNDERSTANDING AND AGREEMENT. This lease agreement contains the complete and entire understanding and agreement of the parties. All agreements and representations relating to the leased premises, whether oral or written, made by and between the parties, whether personally or with their authorized agents prior to the execution and acceptance of this lease agreement, are deemed to have been performed and discharged. Each of the parties hereto has read and understands this lease and all prior covenants, agreements, and representations are superseded by this lease.

IN WITNESS WHEREOF, the Lessor and Lessee, through their undersigned duly authorized officers, have executed this lease as of the date first above set forth.

ATTEST:

LESSOR:

THE CITY OF HUNTSVILLE, ALABAMA

Charles E. Hagood
Clerk-Treasurer
City of Huntsville, Alabama

By: _____
Tommy Battle,
Mayor, the City of Huntsville, Alabama

ATTEST:

LESSEE:

THE INTERNATIONAL SERVICES COUNCIL OF
ALABAMA, INC.

_____ By: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Charles E. Hagood, whose names as Mayor and City Clerk-Treasurer of the City of Huntsville, a municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the ____ day of _____, 2013.

Notary Public
My Commission Expires: _____

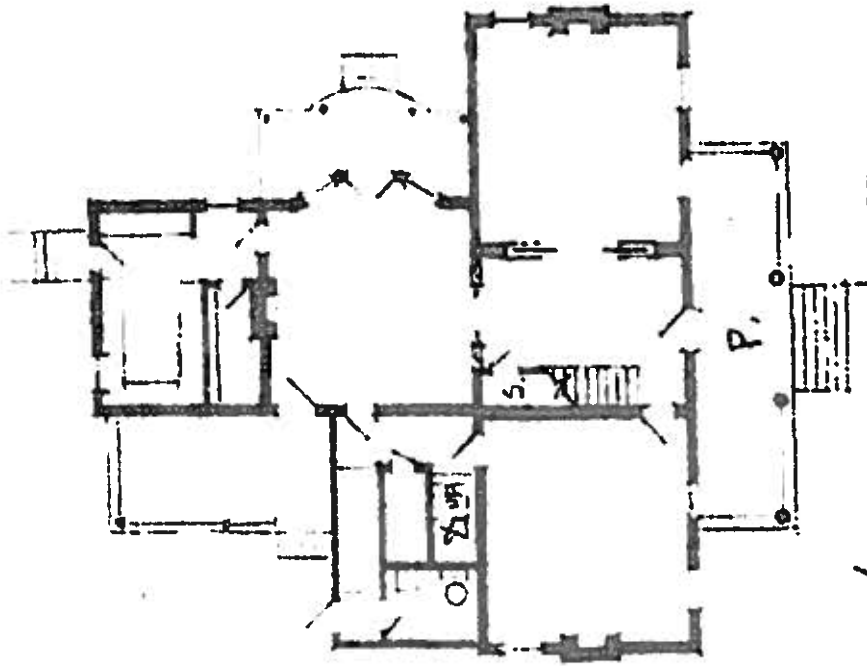
STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that _____ and _____, whose names as _____ and _____ of The International Services Council of Alabama, Inc., an Alabama corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the ____ day of _____, 2013.

Notary Public
My Commission Expires: _____

0 10 20 30 40 50 60
SCALE IN FEET

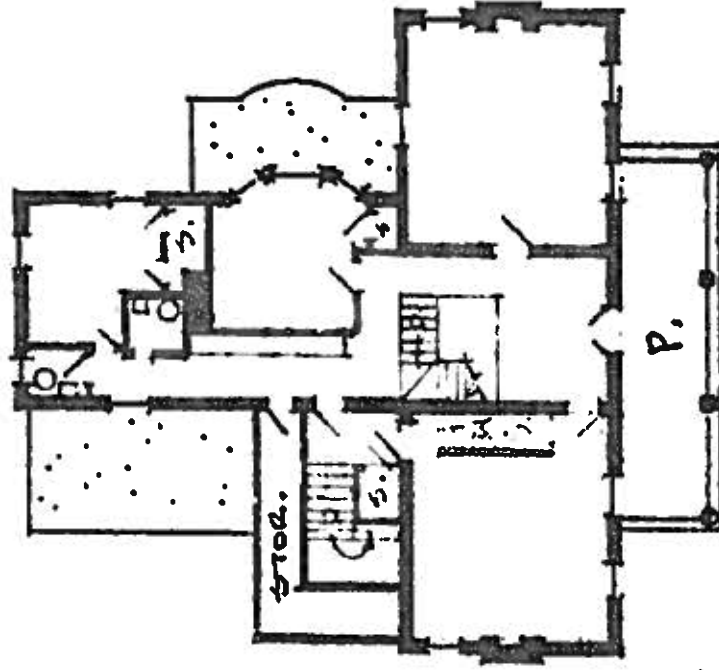


FLOOR 1

HUMPHREYS RODGERS HOUSE

Shared Space

HUMPHREYS- RODGERS HOUSE



Space Lease by ISC

Space retained by Earlyworks



FLOOR 2

0 10 20 30 40 50 60

SCALE IN FEET

